#### IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Patent Application of:

Docket No.: 07620047US

Brian L. GORDON, et. al.

Serial No.: 10/727,949

Group Art Unit: Not Yet Assigned

Confirmation No.: Not Yet Assigned

Filed: December 4, 2003

Examiner: Not Yet Assigned

For: CONTINUOUS METAL MATRIX COMPOSITE CONSOLIDATION

Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

> COMBINED STATEMENT UNDER 37 C.F.R. § 3.73 (b), REVOCATION OF POWER OF ATTORNEY AND APPOINTMENT OF NEW POWER OF ATTORNEY, AND CHANGE OF CORRESPONDENCE ADDRESS

Sir:

Attached hereto is a Combined Statement Under 37 C.F.R. §3.73(b), Revocation of Power of Attorney and Appointment of New Power of Attorney and a Change of Correspondence Address. Entry of the New Power of Attorney and Change of Correspondence Address is respectfully requested.

Respectfully submitted,

Philip D. Lane

Reg. No. 41,140

Date: April 5, 2004

Philip D. Lane P.O. Box 651295 Potomac Falls, VA 20165-1295

Tel: 703-201-6543 Fax: 703-723-7732



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Commissioner for Patents P.O. Box 1450 Alexandria, Virginia 22313-1450

COMBINED STATEMENT UNDER 37 C.F.R. 3.73(b), REVOCATION OF POWER OF ATTORONEY WITH NEW POWER OF ATTORNEY, AND CHANGE OF CORRESPONDENCE ADDRESS

#### I. Statement Under 37 C.F.R. 3.37(b)

Touchstone Research Laboratory, Ltd., a corporation, states that it is the assignee of the entire right, title, and interest in the following patent applications by virtue of assignments from their respective inventor(s). The assignments have been recorded in the United States Patent and Trademark Office at the reel and frame numbers indicated below or a copy of the assignment is attached hereto.

Docket No.	Serial No.	Filing Date	Title	Reel/Frame No.
1474	09/882,096	6/15/2001	Rib-Stiffened Composite Structure	011910/0789
1430CIP	10/231,765	8/28/2002	Continuous Metal Matrix Composite Consolidation	Assignment Attached
1606	10/247,185	9/19/2002	Continuous Metal Matrix Composite Consolidation	Assignment Attached
1677	10/727,949	12/04/2003	Continuous Metal Matrix Composite Consolidation	Assignment Attached

## II. Revocation of Power of Attorney with New Power of Attorney

The assignee of the above-identified patent applications revokes all previous powers of attorney given in the above-identified applications and hereby appoints the practitioners associated with the customer number

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as practitioners to prosecute these applications and transact all business in the United States Patent and Trademark Office connected therewith. The undersigned hereby grants said practitioners the power to insert on this Power of Attorney any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office.

## III. Change of Correspondence Address

Please change the correspondence address for the above-identified applications to the address associated with customer number

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The undersigned is authorized to act on behalf of the assignee.

On behalf of Touchstone Research Laboratory, Ltd.:

FOR:	TOUCHSTONE RESEARCH LABORATORY, LTD.
SIGNATURE:	Bran E Joseph
BY:	Brian E. Joseph
TITLE:	President
DATE:	12-15-04

#### **ASSIGNMENT**

Whereas, Assignors have invented certain new and useful processes, machines, articles of manufacture, compositions of matter, and/or improvements thereof ("Invention") described in U.S. Patent Application No. 10/727,949, filed December 4, 2003, and entitled

# CONTINUOUS METAL MATRIX COMPOSITE CONSOLIDATION

hereinafter ("Application").

Whereas, Assignors desire to convey all rights, title and interests in and to the Invention and Application, to Touchstone Research Laboratory, Ltd. ("Assignee"), with offices located at R.D. 1, Box 100-B, The Millennium Centre, Tridelphia, West Virginia 26059

Now, for valuable consideration by Assignee to Assignors, the receipt of which is hereby acknowledged, and for other good and valuable consideration, Assignors hereby convey, assign, sell and transfer to Assignee all rights, title and interests in and to the Invention and Application, including any divisions, continuations, and continuations-in-part thereof, and in and to any and all Letters Patent of the United States, and countries foreign thereto, which may be granted or have granted for said Invention, and in and to any and all reissues and reexaminations thereof, and in and to any and all priority rights, Convention rights, and other benefits accruing or to accrue with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto.

Assignors hereby authorize and request the Director of the United States Patent and Trademark Office to issue any United States Letters Patent which may issue for the Invention to Assignee.

Assignors hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

Assignors further covenant that Assignee will, upon Assignee's request, be provided promptly with all pertinent facts and documents relating to the Inventions, Patents, Patent Applications, and any patents granted thereon, as may be known and accessible to Assignors, and Assignors will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to Assignee or Assignee's legal representative any and all papers, instruments or affidavits required to apply for, protect, obtain, maintain, issue, defend and enforce the Application, Patent, Invention, whether in the U..S. or any and all foreign countries and any patents granted thereon and/or for obtaining any reissue or reissues of any patent which may be granted for the invention and perform such further acts which may be necessary or desirable to carry out the intent of this agreement as the Assignee thereof shall hereafter require and prepare at assignee's expense.

# IN WITNESS WHEREOF, Assignor has hereunto set hand and seal.

Assignors:	
First Inventor: Signature: Residence: Date:	Brian L. GORDON  Duam & House  229 Marwin Drive, Wheeling, WV 26003  12/15/04
Second Inventor: Signature: Residence: Date:	Brian E. Joseph  Brian E. Joseph  18 Lynwood Avenue, Wheeling, WV 26003  12-15-04
Third Inventor: Signature: Residence: Date:	James F. Witzgall  James F. Witzgall  11 Pinewood Drive, Wheeling, WV 26003  12/15/04